

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 6-18-03

Division: Growth Management

Bulk Item: Yes ☒ No ☐

Department: Marine Resources

AGENDA ITEM WORDING: Approval of the Contract Agreement between Monroe County and Spirit Marine Towing & Assistance for the removal of DV3A3740 located off of Ohio Key.

ITEM BACKGROUND: This derelict vessel is a heavy 25' sailboat that is posing a threat to the environment. Two quotes received, Arnold's Auto & Marine Repair, Inc.- \$3,500.00, and Spirit Marine Towing & Assistance-\$2,348.00.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS Approval

TOTAL COST: \$2,384.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: Staff Time Only

FUNDING SOURCE: BIF

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER:** MO \$ _____ YR \$ _____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☒ RISK MANAGEMENT ☒

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: INCLUDED ☒ TO FOLLOW ☐ NOT REQUIRED ☐

DISPOSITION: _____

AGENDA ITEM #: 1711

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Spirit Marine Towing & Assistance Contract # _____
 Effective Date: _____
 Expiration Date: _____

Contract Purpose/Description:
Emergency removal of DV3A3740 located off of Ohio Key.

Contract Manager: Kim McGee 3911 Marine Resources-
 (Name) (Ext.) (Department/Stop #)
Marine Projects Section #9

for BOCC meeting on 6-18-03 Agenda Deadline: 6-3-03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 2,384.00 Current Year Portion: \$ 2,384.00
 Budgeted? Yes ☒ No ☐ Account Codes: 157 62600 - 530-340
 Grant: \$ BIF _____
 County Match: \$ N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/03/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/03/03</u>
Risk Management	<u>5/29/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [Signature]</u>	<u>5/30/03</u>
O.M.B./Purchasing	<u>5/29/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/30/03</u>
County Attorney	<u>5/28/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-29-03</u>

Comments: _____

24 Hr.
Service

SPIRIT



MARINE TOWING & ASSISTANCE

Our Experience will save you Time and Money

VHF
Ch. 16

April 6, 2003

Kim McGee
Marine Projects Coordinator

At fax # 295-3917

PROPOSAL

Spirit Marine proposes to do the following work: Remove and properly dispose of the derelict vessel located aground ocean side of Ohio Key near Sunshine Key Resort. Vessel is described as a 25-foot wooden sailboat. Work will be performed immediately.

COST: \$2,384.00

**DUKE PONTIN • P.O. Box 244 • Big Pine Key, Florida 33043
(305) 872-2752**

Arnold's Auto and Marine Repair, Inc
5540 3rd. Ave
Key West, FL 33040
305-296-3832
Fax#305-292-9882

APRIL 4, 2003

KIM McGEE
MARINE PROJECTS COORDINATOR
5100 COLLEGE ROAD
KEY WEST, FL 33040

DEAR MRS. McGEE,

OUR BID FOR THE REMOVAL AND DISPOSAL OF DV3740 LOCATED
IN AT SUNSHINE KEY IS \$3,500.00.

SINCERELY,


RICHARD W. ARNOLD

CONTRACT AGREEMENT

AGREEMENT, MADE THIS _____ day of _____ 2002, by and between, **Spirit Marine Towing & Assistance** ("Contractor"), and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, of the County of Monroe, State of Florida ("Board").

The Contractor and the Board, for the consideration named agree as follows:

1. The Contractor shall furnish all the materials and perform all the work as required by the Specifications for the emergency of DV3A3740 for which a Florida Fish and Wildlife Conservation Commission Derelict Vessel Report is attached as Exhibit A.
2. The work to be performed under this contract must be completed by June 30, 2003.
3. The Contractor understands the rules of the Florida Fish and Wildlife Conservation Commission-Division of Law Enforcement and shall comply with those rules, along with the rules and procedures instituted by the Board to ensure an orderly progress to the project. Both the intent and the requirements of the Specifications, attached as Exhibit B, are understood by the Contractor.
4. The Board shall pay the Contractor \$ 2,384.00 for the removal and legal disposal of DV3A3740. Payment will be upon completion of work by the Contractor and review and approval by the Marine Projects Coordinator.
5. The attached Derelict Vessel Reports, Specifications, and the Monroe County Insurance Requirements together with this Agreement, form the Contract. They are fully a part of this Contract as if repeated herein verbatim.
6. The Contractor covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by the County) and other losses,

damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor (s) in any tier, their employees or agents. The purchase of the insurance required in paragraph 11 does not vitiate this indemnification provision.

7. The Contractor agrees to supply the County with a set of photographs of each vessel in all phases of the removal and disposal process. The Contractor will be responsible for the camera, film, and development costs.

8. The Contractor must inform the County and the Florida Marine Patrol prior to initiation of work.

9. The parties agree that a timely performance of this agreement is essential due to possible damage to the natural resources, hazards to navigation, or threats to human health and welfare. Therefore, the parties agree that the Contractor shall be liable to the Board for \$100 per day of liquidated damages for each day after 6-30-03 that the Contractor's obligations under this agreement remain unperformed. The parties agree that such amount is by the way of compensatory damages and does not constitute a penalty.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol and drug free work environment.

11. The Contractor will be responsible for all necessary insurance coverage as indicated by an "X" on the attached forms identified as INSCKLST 1-4, as further detailed on forms VL1, WC1, WCJA, GL1, WL1, & POL1 attached as Exhibit C. All policies must list Monroe County as additional insured with the exception of the Worker's Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the owner may, in its discretion, terminate this

contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF each party hereto have executed this Agreement the day and year first written above.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Witness: *[Signature]*
Witness: *[Signature]*

Business Name: SPRIT MARINE
By: *[Signature]*
Title: MANAGER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY: *[Signature]*
ROBERT N. WOLFE
DATE 5-29-03



DERELICT OR ABANDONED VESSEL REPORT

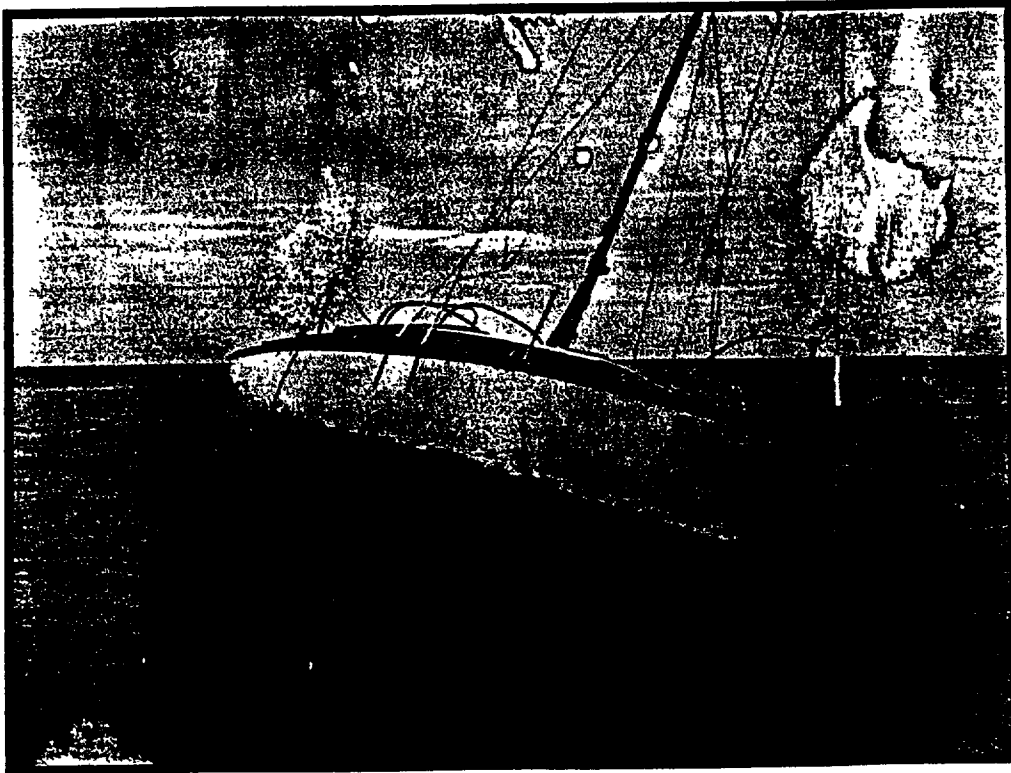
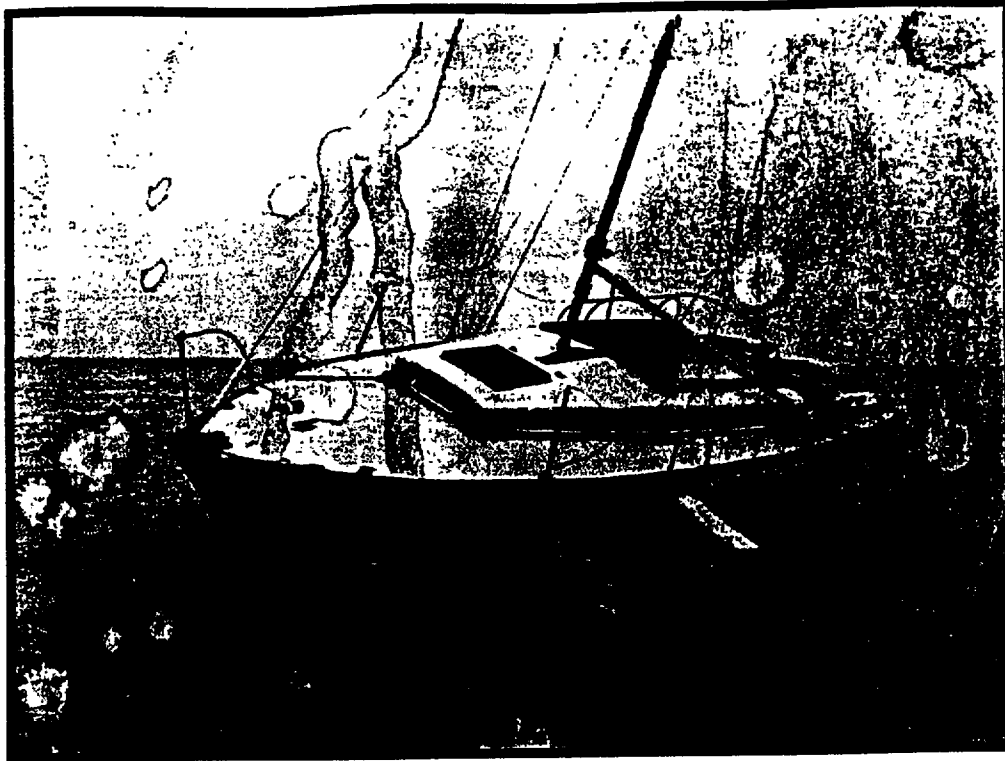
DV# 3740 or AV# _____INCIDENT # 03-SE-44- 2212 D

REG/DOC# FL 3444 LA LENGTH 25 FT. MAKE MOUNT DESERT TYPE SAILING
 CURRENTLY REGISTERED? YES NO LAST REGISTERED DATE 12.23.02 STATE FL
 H.I.N. IN200669D191 ALIEN? NO YES WHAT COUNTRY? USA
 HULL MATERIAL: WOOD F/G METAL (SPECIFY) _____ RUBBER OTHER (SPECIFY) _____
 COLOR WHITE MOTOR ATTACHED? NO YES O/B I/O IN HOW MANY? NA
 ANY NAME, WORD, DISPLAY OR OTHER IDENTIFIERS? UNK
 CUSTODIAN OR OWNER BRIAN STEWART KING DATE OF BIRTH 06-18-69
 ADDRESS HOMELESS CITY/STATE/ZIP MARATHON, FL 33050
 DRIVER'S LICENSE# NONE S/S# 517-82-5629 OTHER ID NONE
 VESSEL'S PHYSICAL LOCATION SOUTH EAST SHORELINE (OCEAN) OHIO KEY MARKER
 NEAREST LANDMARK SUNSHINE KEY CAMP LAT/LONG 24° 48' N 81° 13' W
 DERELICT VESSEL CONDITION: WRECKED ✓ JUNKED ✓ SUBSTANTIALLY DISMANTLED ✓
 ABANDONED ✓ SUNK ? BROKEN UP ✓ PART OF A VESSEL ✓ BURNED ✓ CAPSIZED ✓ LISTING ✓
 SCUTTLED ✓ FULL OF HOLES ✓ FILLED WITH WEIGHT ✓ FULL OF WATER ? OTHER _____
 NUMBERS OR IDENTIFIERS REMOVED _____ VESSEL IS A HEALTH HAZARD (EXPLAIN) _____
 ABANDONED VESSEL CONDITION: ABANDONED ✓ INOPERATIVE ✓ PARTIALLY DISMANTLED ✓
 NO APPARENT INTRINSIC VALUE ✓ PERSONAL ITEMS ONBOARD ? OTHER _____
 VESSEL IS: AFLOAT ✓ ADrift ✓ AGROUND ✓ WASHED ASHORE ✓ IN WETLANDS ✓ DOCKED ✓
 PULLED ONSHORE ✓ ANCHORED ✓ TIED TO OBJECT (SPECIFY) _____
 CAUSED BY: NATURAL DISASTER ✓ UNKNOWN ✓ OTHER _____
 SUBMERGED 5 % DEPTH 1 FEET DAMAGING SUBMERGED LAND: NO ✓ YES ✓ UNK ✓
 INJURING BENTHIC COMMUNITY: NO ✓ YES ✓ OTHER: _____
 OTHER PROPERTY DAMAGE: NO ✓ YES ✓ (EXPLAIN) _____
 PROPERTY OWNER: STATE SUBMERGED LAND ✓ FEDERAL ✓ OTHER _____
 OWNER/ADDRESS U.S.F.W.S.
 NAVIGATIONAL HAZARD: NO ✓ UNK ✓ YES ✓ (EXPLAIN) _____
 TOWED WITHOUT REPAIR: NO ✓ UNK ✓ YES ✓ (EXPLAIN) _____
 ENVIRONMENTAL THREAT: NO ✓ UNK ✓ YES ✓ (EXPLAIN) BREAKING UP
 RECOMMENDED DISPOSITION: LEAVE AS IS ✓ REMOVE FROM WATER ✓ TAKE TO LANDFILL ✓
 CREATE MARINE HABITAT ✓ HAVE OWNER/CUSTODIAN REMOVE ✓ OTHER _____
 NARRATIVE/DILIGENT SEARCH: WE CANNOT FIND LAST CUSTODIAN. RUMOR WAS IT
THAT HE WAS LEFT THE AREA. THE OWNER, ROBERT LARABEE IS DECEASED.

REPORTING OFFICER & ID# (PRINT) VICENTE LOPEZ B510 (SIGN) Vicente Lopez
 OFFICER'S AGENCY & ADDRESS FWC 2796015 HWY.; MARATHON, FL 33050 DATE 3.27.03
 REVIEWED BY (PRINT) Lt. S.J. GOLDEN D130 (SIGN) [Signature] D130 DATE 03-31-03

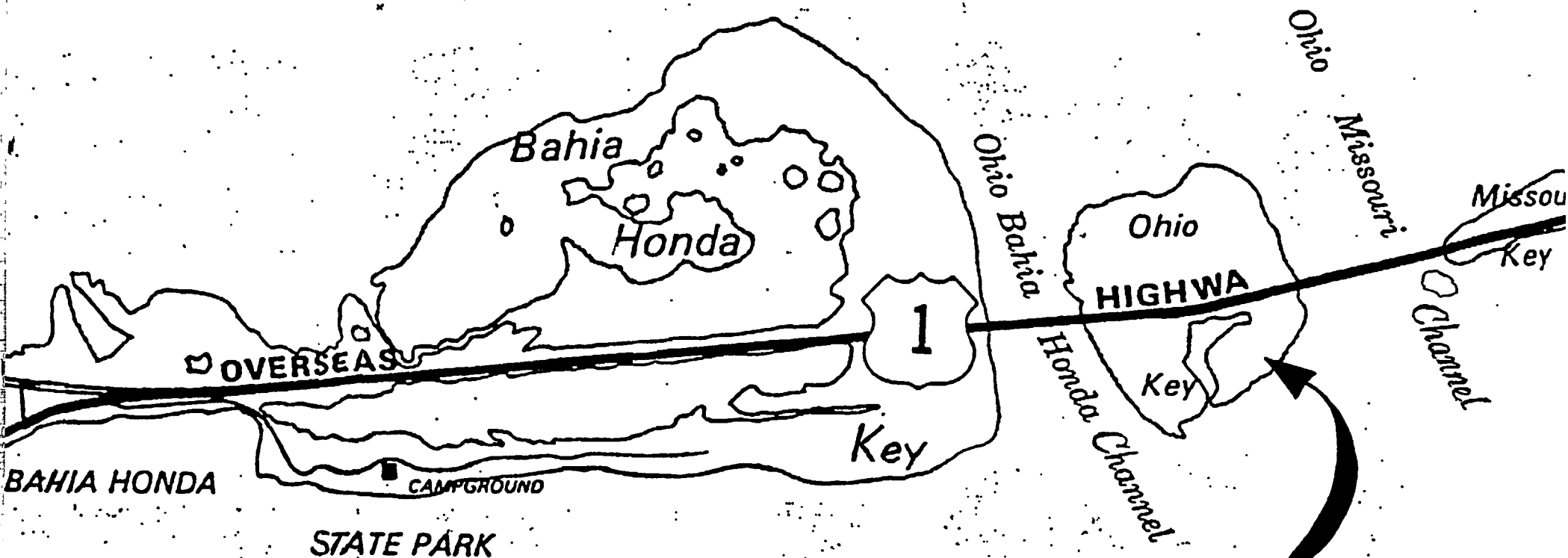
DV #3740

Inc. #: 03-SE-44-2212



FL 3444 LA

Located on South East Shoreline of Ohio Key



10V3740